

TIMBER SALE PROSPECTUS

Sale Name :	Squirrel MP Timber Sale	Type of Sale :	Scaled
National Forest :	Plumas	Ranger District :	Mt. Hough
Bidding Method :	Sealed Bid	Bid Guarantee :	\$17,700.00

Location of Bid Opening : QUINCY, CA

Date : 09/23/2011**Time :** 10:30 AM

1. INTRODUCTION. This prospectus furnishes prospective bidders with information not contained in the published advertisement and is designed to enable bidders to decide whether or not to further investigate the sale. The prospectus is not a legally binding document, but is offered to provide general information about a sale. The contract does not include descriptions, estimates, and other data in this prospectus, unless otherwise stated. In the event that the prospectus contains an error or contradicts the sample contract, the contract governs. Bidders are urged to examine the timber sale and make their own estimates. Timber sale Contract 2400-6 will be used. Inspect the sale area and the sample contract before submitting a bid. Obtain the appraisal, other information on the timber, and conditions of sale and bidding at Forest Service offices listed above and in the named attached advertisement.

2. BIDDING. This is a Sealed Bid sale. Bidders must submit sealed bids on prepared forms they can obtain from Forest Service offices listed above and in the attached advertisement. The forms include instructions for bidding and submission of the required certifications. A bid guarantee must be included with the bid in the form of cash, a bid bond on form FS-6500-13 (4/82) or later, certification of annual bid bond allocation on form FS-6500-13a (4/82) or later, an irrevocable letter of credit, a certified check, bank draft, cashiers check, official bank check, or bank or postal money order payable to the Forest Service, USDA in the amount specified above and in the bid form. The bid guarantee shall be returned to each bidder whose bid is not accepted.

Total Sale Value Bidding:

Prospective purchasers must submit bids in terms of the minimum acceptable total sale value. The bid form states minimum acceptable bid rates and estimated quantities of timber, together with the minimum acceptable total sale value. The advertised minimum acceptable total sale value is only for the biddable species, as listed on the bid form in the upper section of block 14. It does not include any non-biddable, fixed rate species listed in the lower section of block 14 titled "Required Removal at Fixed Rate. Only the Fixed Rate Applies." The bidder should enter the offer on the bid form only in terms of the total sale value. The Forest Service shall establish bid rates by species in the contract by multiplying each species' minimum acceptable bid rate by the bid increase percentage. Such rates will be rounded to the nearest cent. The bid increase percentage is the bidder's total sale value bid rate divided by the minimum acceptable total sale value. The total amount for stumpage is the volume of each biddable species multiplied by its bid rate, plus the volume of each fixed rate species multiplied by its fixed rate.

3. LOCATION AND DESCRIPTION OF TIMBER. Refer to the sample contract and sale area map attached to the sample contract for legal location of sale area, location of subdivisions, location of cutting units, the acreage of sale area, and the cutting unit acreage.

THE FOLLOWING GENERAL LOCATION, ROUTES OF ACCESS, ACREAGES, AND OTHER SPECIAL LOCATION DATA DO NOT SUPERSEDE THE SALE AREA MAP OR SAMPLE CONTRACT.

The Squirrel MP Timber Sale is located in Plumas County, California approximately 7.5 miles NE of Quincy, CA. Legal Sec. 1, 2, 3, 9, 10, 11, 12, 13, 14, 15, 16, 23, 24, & 25, T24N, R10E; Sec. 4, 5, 6, 7, 8, 9, & 17, T24N, R11E; Sec. 24, 25, 34, & 35, T25N R10E; Sec. 19, 30, 31, 32, & 33, T25N R11E; MDB&M. This sale is comprised of green conifer trees from 10.0 inches DBH to 29.9 inches DBH including their tops (biomass), and green conifer trees from 3.0 inches DBH to 9.9 inches DBH (biomass) within 271.4 acres of mechanical/tractor Group Selection treatments, and green conifer trees from 10.0 inches DBH to 29.9 inches DBH including their tops

(biomass) within 731.3 acres of mechanical/tractor Individual Tree Selection (ITS) treatments. This sale includes an estimated 32,521.5 Tons of sawlog timber for removal and 10,398.3 Tons of green biomass convertible product for removal. Both timber and biomass product in the Group Select treatments are designated by a leave tree mark (white tracer paint), and timber in the ITS treatments is designated by a cut tree mark (blue tracer paint). Boundaries of the units/subdivisions are marked with white tracer paint along the Group Select treatment boundaries, and with orange tracer paint along the ITS treatment boundaries.

4. TIMBER QUANTITIES AND RATES. The quality, size, cut per acre, and product suitability of the timber are estimates based on detailed cruise information on file and available for inspection at the Forest Service offices listed above and in the advertisement. VOLUME QUANTITIES LISTED HEREIN ARE MADE AVAILABLE WITH THE UNDERSTANDING THAT VALUES SHOWN ARE FOREST SERVICE ESTIMATES AND ARE NOT GUARANTEED. For these reasons, bidders are urged to examine the timber sale area and make their own estimates.

Road Construction Costs. The advertised rate does not include the estimated cost of specified road construction. The estimated road construction cost has been included in the appraisal as a cost that the purchaser will incur. The purchaser will be responsible for the road construction cost and WILL NOT receive credit towards stumpage costs for this expense, i.e., THIS SALE DOES NOT INCLUDE PURCHASER CREDIT and bidders should consider the cost of road construction when developing their bids.

THE MINIMUM ACCEPTABLE BID RATE IS STATED IN THE ATTACHED BID FORM. THESE RATES ARE EFFECTIVE AT THE TIME OF ADVERTISEMENT.

**Estimated Quantities and Minimum Acceptable Rates
per Unit of Measure**

Species	Product	Unit of Measure	Estimated Quantities	Average DBH	Minimum Acceptable Bid Rates	Base Rates	Required Deposits	
							Slash Disposal	Road Maintenance
Combined Softwood	Sawtimber	Ton	34,651.00	N/A	\$5.06	\$5.06	\$0.19	\$0.00
Combined Softwood	Grn Bio Cv	Ton	10,399.00	N/A	\$0.10	\$.10	\$0.19	\$0.00
	TOTAL	Ton	45,050.00				\$8,559.50	\$0.00

The minimum acceptable total sale value bid for advertised timber is \$176,373.96. It does not include any non-biddable, fixed rate species listed on the bid form in the lower section of block 14 titled "Required Removal at Fixed Rate. Only the Fixed Rate Applies." The total amount for stumpage is the volume of each biddable species multiplied by its bid rate, plus the volume of each fixed rate species multiplied by its fixed rate.

The bid rate for species and unit of measure are assigned under procedures for average bid premium bidding, as noted in this prospectus. This rate has been established by appraisal, with a cost allowance for the roads specified by the contract, if any. Required deposits for slash disposal and road maintenance are in addition to the advertised rates for timber. Purchasers are responsible for the cost of specified road construction. Specified road construction costs ARE NOT available to use as credit for the payment of stumpage, i.e., THIS SALE DOES NOT INCLUDE PURCHASER CREDIT.

This is a deficit sale. The appraised stumpage rates have been increased by \$92,573.80 to reach base rates.

Estimated Knutson-Vandenberg deposit for sale area improvement work in a total amount of \$172,853.00 is included in total timber value.

5. PERIOD OF CONTRACT. The normal operating season covers the period between 06/01 and 10/31. Contract termination date is 09/30/2014. Extensions of this contract may be granted only when the purchaser has met specified conditions.

If an appeal or lawsuit is filed challenging the decision to award this contract or upon determination by the Regional Forester that conditions existing on this timber sale are the same as, or nearly the same as, conditions existing on other timber sale(s) in appeal or litigation, Contracting Officer may delay award or reject all bids. If delay in award is for 30 days or more during Normal Operating Season after bid opening, Contracting Officer shall, upon award, adjust the contract term to include additional calendar days in one or more Normal Operating Seasons equal to the time award is delayed during Normal Operating Season.

The purchaser must submit a Plan of Operations to the Contracting Officer for approval before operations begin or within 60 days of sale award, whichever is earlier. The plan must show how the purchaser plans to complete the contract by the termination date. In addition to the Plan of Operations, the purchaser must submit an annual Operating Schedule before commencing operations. This schedule will include the anticipated major activities and needs for harvest. This annual Operating Schedule does not require concurrence of the Forest Service.

6. PAYMENT. Payment for timber and any required deposits for slash disposal or road maintenance are required in advance of cutting. The Purchaser may transfer purchaser credit into the contract, or provide an acceptable payment guarantee prior to cutting. Payment for required deposits must be a cash payment. The purchaser shall make advance deposits in accordance with provision B(T)4.212 - Advance Deposits.

The high bidder whose bid is accepted shall, at the time the contract is signed and returned by the bidder, make a downpayment pursuant to Title 36, Section 223.49, of the Code of Federal Regulations. The Contracting Officer will notify the high bidder of the amount necessary to make this payment. In no case shall the downpayment be less than 10 percent of the total advertised value plus 20 percent of the bid premium. After receipt of the downpayment and a satisfactory performance bond and upon execution of the timber sale contract, the Forest Service will return the bid guarantee. A cash bid guarantee may be applied to the downpayment at the request of the purchaser. The purchaser cannot apply the amount deposited as a downpayment to cover other obligations due on the sale until conditions stated in the contract for release of downpayment have been met. Refer to the sample contract for the specific conditions.

By the midpoint between award date and the termination date, the purchaser shall have paid for, or in lieu thereof, deposited cash in the greater amount of: (1) 50 percent of the total estimated bid premium, or (2) 35 percent of the total estimated sale value at bid date, exclusive of required deposits, rounded up to the next \$100.

By the midpoint of the last normal operating season, or 12 months from the initial periodic payment, whichever date is first, the purchaser shall have paid for, or in lieu thereof, deposited cash in the amount of 75 percent of the total estimated sale value at bid date, exclusive of required deposits, rounded up to the next \$100.

7. PERFORMANCE BOND. A performance bond is required. The penal sum of the bond will be 10 percent of the total bid value of the sale, rounded up to the nearest \$100 when the total bid value is \$10,000 or less; and rounded up to the nearest \$1,000 when the total bid value exceeds \$10,000 or \$18,000.00 whichever is greater. If an irrevocable letter of credit is used to secure the performance bond, the termination of the letter of credit must be at least 6 months past the contract termination date.

Purchaser may request inclusion of provision C(T)4.33 - Performance Bond as Security for Felled Timber to authorize deferment of payment for timber felled, but not removed, up to the penal sum of the performance bond. Contracting Officers must increase the penal sum of the performance bond as necessary to cover the estimated values of timber to be felled, but not removed. If the value of down timber exceeds the penal sum, the excess value must be covered by cash deposit or by payment bond.

8. SPECIFIED ROADS. The Forest Service has determined that the following National Forest System roads shall be constructed or paid for, in whole or in part, by the timber sale purchaser. Sufficient information to permit a prospective bidder to calculate the likely cost to be incurred for road construction is available at the Forest Supervisor's Office. See the sample contract for verification of specific details and information concerning construction specifications. CONSTRUCTION ESTIMATES AND INFORMATION CONTAINED HEREIN, TOGETHER WITH RELATED SPECIFICATIONS, ARE NOT GUARANTEED. The following roads are those that Forest Service considers necessary to remove the timber from this sale.

Road Number	Road Name	Traffic Service	Approximate Miles/Kilometers	Estimated Road Construction Cost	Type of Work *
25N18	SQUIRREL-TAYLOR	B	1.04 / 1.67	\$9,962.17	R
25N18A	SQUIRREL-TAYLOR SPUR	C	0.57 / 0.92	\$7,257.08	R
25N18D	SQUIRREL-TAYLOR SPUR	C	0.4 / 0.64	\$2,020.21	R

* C = Construction

R = Reconstruction

Total estimated construction cost allowed in appraisal is \$19,239.46

9. ROAD MAINTENANCE. Purchaser shall perform or pay for road maintenance work, commensurate with purchaser's use, on roads controlled by Forest Service, and used by purchaser in connection with this sale. Road maintenance requirements are based on the predicted haul route. Any change in the purchaser's actual haul route may necessitate a change in the roads to be maintained and/or in the amount of required deposit for road maintenance. Required deposits for road maintenance are listed in Section 4 and in the sample contract. Maintenance specifications are in the sample contract.

10. INAPPLICABLE STANDARD PROVISIONS. See sample contract.

11. SPECIAL PROVISIONS. See sample contract.

12. SET-ASIDE SALES. Not Applicable.

13. LOG EXPORT AND SUBSTITUTION RESTRICTIONS. The contract requires domestic processing of included timber except for species declared to be surplus, and prohibits the use of such included timber in substitution for unprocessed private timber exported. The bidder, by signing the bid for advertised timber, certifies compliance with the applicable prohibitions against export and substitution prescribed in the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 U.S.C. 620, et seq.) with each bid.

14. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REVIEW. If the total bid value plus required deposits for this contract exceeds \$10 million, before award, the Forest Service shall request an equal employment opportunity compliance review of the high bidder to determine compliance with the provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and Executive Order No. 12086 of October 5, 1978.

15. AWARD. The Contracting Officer is required to make a determination of bidder responsibility as stated in Title 36, Section 223.101, of the Code of Federal Regulations.

To determine a purchaser to be responsible, a Contracting Officer must find that:

- a. The purchaser has adequate financial resources to perform the contract or the ability to obtain them;
- b. The purchaser is able to perform the contract within the contract term taking into consideration all existing contracts and Governmental business commitments;
- c. The purchaser has a satisfactory performance record on timber sale contracts. A prospective purchaser that is or recently has been seriously deficient in contract performance shall be presumed not to be responsible, unless the Contracting Officer determines that the circumstances were beyond the purchaser's control and were not created through improper actions by the purchaser or affiliate, or that the purchaser has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably under a contract is strong evidence that a purchaser is not a responsible contractor. The Contracting Officer shall consider the number of contracts involved and extent of deficiency of each in making this evaluation;
- d. The purchaser has a satisfactory record of integrity and business ethics;
- e. The purchaser has or is able to obtain equipment and supplies suitable for logging the timber and for meeting the resource protection provisions of the contract;
- f. The purchaser is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Bidders, by signing the bid form, certify that, to the best of bidder's knowledge the bidder will meet the requirements in 36 CFR 223.101, determination of purchaser responsibility, and, if awarded this contract, that bidder will complete the timber sale contract and any modifications thereof in accordance with its terms including requirements to purchase, cut, and remove included timber.

16. FALSE STATEMENTS ACT. Bidders, by signing the bid form, certify that they are aware that bidder is subject to the penalties prescribed in 18 U.S.C. 1001, Chapter 47, Fraud and False Statements (P.L. 104-45). The Act states "whoever, in any matter

within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than 5 years, or both."

17. DAMAGES. This contract shall be terminated for breach pursuant to paragraph 16, 19, and/or 21 of the bid form and the terms of the sample contract if: 1) bidder fails to execute a timber sale contract, furnish a downpayment, or furnish a satisfactory performance bond within 30 days of the award letter's date; or 2) bidder is found to have violated the False Statements Act in making any statement or certification on the bid form including not meeting purchaser responsibility requirements, and bidder has made a false statement. The bid guarantee shall be retained, in whole or in part, by the Forest Service to satisfy any damages that may be assessed.

18. SUSPENSION AND DEBARMENT CERTIFICATION. Non-procurement debarments and suspensions are governed by the Government-wide common rules (7 CFR 3017).

These rules require each timber sale purchaser, to submit a certification for itself, its principals, and its affiliates when bidding on sales. The bidder must designate its status regarding debarment, suspension, and other matters as specified on the bid form. The bidder, by signing the bid form, certifies this status. An explanation for not submitting a certification may be submitted. The Contracting Officer will determine whether the explanation provides sufficient reason for permitting participation in the bidding. Also, as a timber sale purchaser enters into transactions with subcontractors, these subcontractors must certify their eligibility. The certification titled "Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" must be provided to subcontractors, but completed certifications are not required to be submitted with bid forms. Purchaser must keep these subcontractor certification forms on file for review by the Forest Service, if requested.

The certification forms and instructions for subcontractor transactions are provided as an addendum to the bid form.

19. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) LOGGING REGULATIONS. Conduct of operations on this timber sale is subject to inspection for compliance with the logging operations regulations at 29 CFR 1910.266 by OSHA. This standard is applicable to the entire logging industry wherever logging operations occur. Information is available to assist purchasers to ensure compliance with the logging operations regulations during conduct of this timber sale from the U.S. Department of Labor, Occupational Safety and Health Administration, OSHA, California Department of Industrial Relations, 1515 Clay Street, Suite 1901, Oakland, California 94612.

20. GENERAL.

NOTICE OF APPEAL

Bidders are hereby put on notice that the Empire Vegetation Management Project NEPA document and associated decision, which provide the authority to conduct this timber sale, were administratively appealed pursuant to (36 C.F.R. 215). This timber sale may therefore be subject to litigation in the future, which may result in contract suspension, modification, or termination. The contract provides for limited remedies in cases of suspension, modification or termination due to litigation. These remedies are further limited by the PRE-AWARD WAIVER, RELEASE, AND LIMITATION OF LIABILITY AGREEMENT, which will likely be required prior to award of this contract. To receive documentation relevant to the administrative appeal noted above, please contact Nancy Francine, Plumas N.F. Forest Ecosystem Manager (530-283-7754).

NOTICE OF LITIGATION

Bidders are hereby put on notice that the Empire Vegetation Management Project NEPA document and associated decision, which provide the authority to conduct this timber sale, are currently involved in litigation. This may result in contract suspension, modification, or termination. The contract provides for limited remedies in cases of suspension, modification or termination due to litigation. These remedies are further limited by the PRE-AWARD WAIVER, RELEASE, AND LIMITATION OF LIABILITY AGREEMENT, which will likely be required prior to award of this contract.

NOTICE OF PARTIAL INJUNCTION

As of the date of the drafting of this prospectus, the following partial injunction on the Empire Vegetation Management Project, which the Squirrel MP Timber Sale contract implements, is currently in force:

"Filed order (STEPHEN R. REINHARDT, JOHN T. NOONAN and RAYMOND C. FISHER): The court is considering the parties' request and opposition to the emergency motion for injunction pending appeal. Pending the decision on the emergency motion, and

further order of the court, the Forest Service is enjoined from proceeding with logging in the Empire, Basin, and Slapjack Projects that is inconsistent with the 2001 Framework, except such logging as may occur within the wildland urban intermix defense and threat zones, as defined in the Sierra Nevada Forest Plan Amendment Final Supplemental Environmental Impact Statement, which appears in the record at LER 518. [7416102] (AF)."

This injunction may remain in place, be modified, or be lifted by the time the Squirrel MP Timber Sale contract is awarded. If a bidder needs additional information on the status of this or any future injunction prior to bidding, it is incumbent on the bidder to obtain that information.

LIMITATION ON LIABILITY

This is to notify prospective bidders on the Squirrel MP Timber Sale that a PRE-AWARD WAIVER, RELEASE, AND LIMITATION OF LIABILITY AGREEMENT will likely be required prior to award of this contract. A sample of this agreement is available at the Mt. Hough Ranger Station, Quincy, CA 95971.

SALE OPERATIONS SCHEDULE, C6.315#

In order to follow the Empire Vegetation Management Project NEPA document requirements, and follow the road use agreements, provision C6.315# has been included in the Squirrel MP Timber Sale contract. The following items are included in this provision:

Protection of Soil - Operations may occur when the upper 8 inches of soil is dry, based on the following field method; reach down and collect a small quantity of soil and try to mold it into a ball. If a ball is formed that holds together under repeated tosses, the soil is too wet for equipment operations. Winter operations may occur only when the ground is frozen to a depth of over 5 inches, or over 8 inches of packed snow.

Restoration of Disturbed Soil Areas - Tillage of landings, temporary roads, and skid trail approaches to landings at slopes <25% (to a distance of 200 feet) will be required prior to close of unit/subdivision. To achieve the best results and prevent additional soil damage, a winged subsoiler should be used.

Special Soil Protection Measure - Directional felling and endlining are required to remove timber from slopes greater than 35%

Prevent disturbances to northern goshawk nesting area - March 1st through September 15th no project activities; including road construction, maintenance or hauling may occur within the PAC unless otherwise authorized by Mt. Hough Ranger District Wildlife Biologist.

Condition of License Agreement - Purchaser will consult Sierra Pacific Industries prior to any temporary road reconstruction or construction, road maintenance, or hauling.

Protection of Streams/Wetlands - Mechanized equipment cannot operate within Equipment Exclusion Zones of streams or wetlands as designated by blue and white striped flagging.

Any crossings of these areas are to be at right angles to flow, and with prior coordination between purchaser, SA and specialists.

A table (Exhibit B) has been included in the provision to show the protective measures needed if previously undelineated streams/wetlands are encountered, or if flagging has deteriorated.

EMERGENCY PRECAUTIONS, C7.22#

The Project Activity Level (PAL) as defined in C7.22#, an industrial operation's fire precaution system, will be used in this timber sale. The Plumas National Forest PAL Central Zone Special Interest Group (SIG) will be utilized to determine the Project Activity Levels. The Plumas Central Zone SIG is based on readings from the Cashman, Pierce and Quincy RD Remote Automated Weather Stations (RAWS). Operators can call 1-800-847-7766 to get daily PALS updates. The "normal operating season" is from June 1 to October 31.

The Expected Days per Month at each PAL value for the "normal operating season" is shown in the following table:

Plumas NF Central Zone SIG

Average Number of Days per Month per Activity Level 2005-2010

	A	B	C	D	Ev	E
June	1.2	4.2	13.8	4.0	3.5	0
July	0	0.4	8.3	10.7	10.5	0.2
August	0	0	4.1	8.9	16.2	0.3
September	0	1.4	7.3	8.3	11.8	0.7
October	2.8	3.8	15.1	3.3	0.6	0

Purchasers seeking to deviate from Project Activity Level (PAL) provision requirements for Ev afternoon and E days (see Ev and E requirements below) are to submit written requests through the Forest Service Representative or Contracting Officer. The Contracting Officer shall obtain concurrence of Forest Line and Fire Management Officer, then submit a request for approval from the Regional Forester. Purchaser's request is to include what the Purchaser proposes to do to increase their suppression efforts, minimize fire starts and perhaps increasing fire liability amounts in AT14.

Emergency Precautions - For Ev and E days.

EV

The following operations are prohibited: blasting after 10am, welding or cutting metal, burning.

The following activities may operate when fire patrol person walks once per hour from 9:00 AM until local sunset all areas that were mechanically operated that day.

Activities that may operate all day: hauling and loading of logs or chips from approved landings, equipment servicing at approved sites, dust abatement or rock aggregate installation (does not include pit or quarry development), chainsaw or stroke delimeter operation associated with loading at approved landing sites.

All other operations are permitted until 1:00 PM local time subject to the following:

When hot saw technology is being used a tractor or other equipment with a blade capable of constructing fire line, shall standby and immediately available. Tractor will have effective communications with hot saw technology and be within one quarter mile of hot saw technology to quickly reach and effectively attack a fire start.

E

The following activities may operate subject to B1. and B2.:

Hauling and loading of logs or chips from approved landings, equipment at approved sites may be serviced, dust abatement or rock aggregate installation (does not include pit development), chainsaw operation associated with loading at approved landings.

DEPOSITS

Surface Replacement Deposits equivalent to \$2.06/Green Ton will be collected.

Brush Disposal Treatment Deposits equivalent to \$0.19/Green Ton will be collected.

The value of these deposits has been appraised for and applied to the bid rates.

DUST ABATEMENT, C5.31#

Purchaser's ability to use National Forest water supply locations to abate dust may be limited due to drought conditions. In order to meet dust abatement requirements in CT5.31# - Road Maintenance Requirements and the Dust Abatement Plan, use of magnesium chloride may be needed should National Forest water supply locations have inadequate flow levels, which would limit or exclude their use.

FELL HAZARD TREES, C2.35#

Purchaser is required to fell all designated hazard trees along roads within the Squirrel MP Timber Sale Area designated for transport of forest products in accordance with contract provision C2.35# Designation of Timber. All hazard trees will be marked with blue paint above and below stump height.

EQUIPMENT CLEANING B6.35

Prior to moving Off-Road Equipment onto the sale area, Purchaser is required to either 1) clean equipment of seed, soil, vegetative matter, and other debris that could contain or hold seeds and coordinate with Forest Service for inspection/acceptance, or 2) submit documentation to Forest Service for review/approval that equipment last operated in an area free of invasive species of concern. A list of noxious weeds of concern to the Forest Service is available for Purchaser's inspection at the Supervisor's Office or District Ranger Station.

If the location of prior operation cannot be identified and verified as free of invasive species of concern, the Purchaser shall assume that the prior location is infested with invasive species of concern.

Prior to moving any Off-Road Equipment from a subdivision/cutting unit that is shown on Sale Area Map to be infested with invasive species of concern to, or through any other area that is shown as being free of invasive species, Purchaser shall clean such equipment and shall notify Forest Service and schedule an inspection by Forest Service for acceptance that equipment is free of seed, soil, vegetative matter, and other debris that could contain or hold seeds. The Sale Area Map denotes areas, known by Forest Service prior to advertisement, that are infested with invasive species of concern.

FELLING, BUCKING AND LIMBING, C6.41#

Treatment of Stumps. Within the area designated by the requirements legend on the SAM, the purchaser shall treat stumps of pine, fir and incense cedar trees equal to or greater than 14 inches stump diameter with a borate compound registered by EPA in the State of California for prevention of annosus root disease. See the contract for more details. An allowance has been made for the cost of this treatment in the appraisal.

SPECIAL ROAD CONSIDERATIONS

The Massack road (PC402) portion of the designated haul rout goes through a tunnel underneath the railroad tracks that is currently 13'7" at its lowest point. Although this is less than the typical clearance of 14'+, it is believed that this is still a viable haul rout due to log hauling through this tunnel in the past.

SCALING

This timber sale contract has been designated for Third Party Scaling and includes C6.815 - Third Party Scaling Services. Under this provision, the purchaser shall bear and administer the cost of scaling services.